



Transport Education Training Authority

Heart of Skills Innovation



OFFICIAL USE ONLY	
Chamber:	
DG Contract Number:	
Service Provider :	
LEARNERSHIP/APPRENTICESHIP Name & ID:	
Learner Initials & Surname:	
Learner ID:	
LEARNERSHIP/APPRENTICESHIP Agreement Number:	
Registration date of the agreement:	
Signature of TETA LEARNERSHIP/APPRENTICESHIP Manager:	
Date:	

LEARNERSHIP/APPRENTICESHIP AGREEMENT

PART A: LEARNERSHIP/APPRENTICESHIP DETAILS AND PARTIES TO AGREEMENT

PART B: TERMS AND CONDITIONS OF AGREEMENT

NB: PLEASE CHECK THE FOLLOWING PRIOR TO SUBMISSION:

- Attach Certified true copy of learner ID.
- Attach Unemployed learner - contract of employment
- Attach **(If applicable)** ESDA Employed learner - Rights and duties of the employer in terms of the LEARNERSHIP/APPRENTICESHIP agreement if any that are to be exercised by the ESDA as agreed by the employer and ESDA
- Attach **(If applicable)** ESDA Unemployed learner - Rights and duties of the employer in terms of the LEARNERSHIP/APPRENTICESHIP agreement if any that will be in the responsibility of the employer
- If the **learner is a minor (under 18yrs)**, the learner's parent or guardian must sign the agreement and complete section 3. (The parent or guardian ceases to be party to this agreement once the learner is no longer deemed a minor, over 18yrs)
- If a group of employers are party to this agreement, one of the employers must perform the function of the lead employer. **The lead employer must complete section 4** and details of the other employers must be attached.

- If the **employer and the accredited training provider are the same entity**, the employer must **complete sections 4 and 5**
- If a group of training providers are party to this agreement, one of the providers must perform the function of a **lead training provider**. **The lead training provider must complete section 5** and details of the other training providers must be attached (on a separate sheet).
- **Check all details has been filled in and the necessary signatures have been obtained.**

Part A: LEARNERSHIP/APPRENTICESHIP DETAILS AND PARTIES TO AGREEMENT

SECTION 1: LEARNERSHIP/APPRENTICESHIP DETAILS

1.1	Title of LEARNERSHIP/APPRENTICESHIP:								
1.2	Department of Labour Registration number of the LEARNERSHIP/APPRENTICESHIP:								
1.3	Commencement date of the LEARNERSHIP/APPRENTICESHIP agreement:	C	C	Y	Y	M	M	D	D
1.4	Termination date of the LEARNERSHIP/APPRENTICESHIP agreement:	C	C	Y	Y	M	M	D	D
1.4	Occupation LEARNERSHIP/APPRENTICESHIP related to (OFO Code – Use at least 5 digits to identify)								
1.6	Name of Qualification								
1.7	SAQA Qualification ID number								

SECTION 2:
LEARNER DETAILS

2.1	Surname:														
2.2	Full Names:														
2.3	Identity Number (RSA) Attach certified copy of ID														
2.3.1	Below 35 Years? (X)	YES		NO											
2.4	Gender (X)	MALE				FEMALE									
2.5	Equity (X)	AFRICAN		INDIAN		COLOURED		WHITE							
2.6	Do you have a disability, as stipulated by the Employment Act 55 of 1998? (X)						YES		NO						
If yes, please specify:															
2.7	Home Address:							2.8	Postal Address (If different from Home Address)						
2.9	Telephone / Cell:														
2.10	E-mail Address:														
2.11	Are you a South African Citizen? (X)	YES				NO									
If No, please specify and attach documents indicating your status. (E.g. permanent residence, Asylum seeker, etc)								IF APPLICABLE ATTACH							
2.12 Highest level of highest Qualification attained (X)															
NQF Level						Other									
8						Doctoral degrees, PhD									
7						Masters degrees									
6						4 year degrees									
5						National diplomas + Higher Certificate									
4 Further Education and Training Certificate (FETC)						Grade 12, Matric Exemption									
3						Grade 11									
2						Grade 10									
1 General Education and Training Certificate (GETC)						Grade 9 , ABET Level 4									

2.13	Title of your highest qualification?												
2.14	Have you previously undertaken a LEARNERSHIP/APPRENTICESHIP? (X)	YES		NO									
If yes, please specify: Title and LEARNERSHIP/APPRENTICESHIP DoL Registration number		Title											
		DoL Registration number											
2.15	Were you employed by your employer before concluding this agreement? (X)	EMPLOYED				UNEMPLOYED							
(a) If unemployed, for how long?													
(b) If employed, when did you start working for your employer?		C	C	Y	Y	M	M	D	D				

SECTION 3:

PARENT OR GUARDIAN DETAILS

(To be completed if learner is a minor – i.e. unmarried person under 18 years)

3.1 Surname:													
3.2 Full Names:													
3.3 Identity Number (RSA)													
3.4 Home Address:	3.5 Postal Address (If different from Home Address)												
3.6 Home Telephone:													
3.7 Work Telephone:													
3.8 Cell Phone :													
3.9 E-mail Address:													

SECTION 4:

EMPLOYER DETAILS (Lead Employer)

4.1 Legal Name of Employer:													
4.2 Trading Name (if different from Legal Name):													
4.3 Business Address:	4.4 Postal Address (If different from Business Address):												
4.5 Are you liable for the skills development levy? (X)	YES											NO	
If yes, what is your SDL number													
4.6 Name of SETA with which you're registered:													
4.7 What is the Standard Industrial Classification (SIC) Code that applies to your core Business													
4.8 What is your SARS Tax Number													
4.9 Are you acting as the lead Employer?	YES											NO	
4.10 Contact Person responsible for LEARNERSHIP/APPRENTICESHIP:													
4.11 Work Telephone:													
4.12 Work Fax:													
4.13 E-mail Address:													

SECTION 5

TRAINING PROVIDER DETAILS (Lead Provider)

5.1	Legal Name of Training Provider:							
5.2	Trading Name (If different from Legal Name):							
5.3	Business Address:	5.4 Postal Address (If different from Business Address):						
5.5	Are you acting as the lead Training Provider? (X)	YES		NO				
5.6	Are you liable for the skills development levy? (X)	YES		NO				
	If yes, what is your SDL number							
5.7	Standard Industrial Classification (SIC) Code that applies to your core Business							
5.8	Contact Person responsible for LEARNERSHIP/APPRENTICESHIP:							
5.9	Work Telephone:							
5.10	Work Fax:							
5.11	E-mail Address:							
5.12	Provider Accreditation Number or Status:							
5.13	Provider Registration Number:							
5.14	Provider Vat Number:							
5.15	Scope of accreditation:	(Attach copy if space insufficient)						

SECTION 6

ESDA DETAILS (If Applicable)

6.1	Legal Name of ESDA:	
6.2	Trading Name (If different from Legal Name):	
6.3	Registration Number	
6.4	Business Address:	6.5 Postal Address (If different from Business Address):
6.6	Contact Person responsible for LEARNERSHIP/APPRENTICESHIP:	
6.7	Work Telephone:	
6.8	Work Fax:	
6.9	E-mail Address:	
6.10	If the learner is Employed (18.1) attach the rights and duties of the employer in terms of the LEARNERSHIP/APPRENTICESHIP agreement if any that are to be exercised by the ESDA as agreed by the employer and ESDA	IF APPLICABLE ATTACH
6.11	If the learner is Unemployed (18.2) attach the rights and duties of the employer in terms of the LEARNERSHIP/APPRENTICESHIP agreement if any that will be in the responsibility of the employer	IF APPLICABLE ATTACH

SECTION 7:

TERMS AND CONDITIONS OF EMPLOYMENT

7.1 Is the learners' terms of employment determined by a document of general application (e.g. determination, sectoral determination, bargaining council agreement, collective agreement etc.)?	YES		NO	
If yes, specify:				
7.2 Attach a copy of a document reflecting the learner's conditions of employment for learners who were not employed by the employer when the agreement was concluded (E.g. contract of employment, written particulars of employment	Conditions of employment attached:			
	YES		NO	

SECTION 8:

SIGNATORIES:

Learner's signature:	Parent or guardian's signature (Only if learner is a minor)
Date:	Date:
Witness signature:	Witness signature:
Date:	Date:

Employer or Lead Employer's Signature:	Accredited Training Provider or Lead Training Provider's Signature
Date:	Date:
Witness signature:	Witness signature:
Date:	Date:

PART B: TERMS AND CONDITIONS OF AGREEMENT

1. AGREEMENT DECLARATION

We understand this LEARNERSHIP/APPRENTICESHIP Agreement is legally binding. We understand that it is an offence in terms of the Skills Development Act 97 of 1998 ('the Act') to provide false or misleading information in this agreement. We agree to the following rights and duties.

2. RIGHTS OF LEARNERS, EMPLOYERS AND REGISTERED TRAINING PROVIDERS

2.1 Rights of the Learner:

The learner has a right to:

- 2.1.1 Receive an induction to the LEARNERSHIP/APPRENTICESHIP;
- 2.1.2 Be educated and trained under the LEARNERSHIP/APPRENTICESHIP;
- 2.1.3 Access to the required resources for the achievement of the specified outcomes for the structured learning component as well as the specified practical workplace experience activities of the LEARNERSHIP/APPRENTICESHIP;
- 2.1.4 Be assessed and have access to the assessment results for the structured learning component as well as the specified practical workplace experience activities of the LEARNERSHIP/APPRENTICESHIP;
- 2.1.5 Receive a written statement of results within 21 working days of the final assessment required in this LEARNERSHIP/APPRENTICESHIP agreement;
- 2.1.6 If successful, be awarded a certificate of achievement for the qualification associated with the LEARNERSHIP/APPRENTICESHIP within 45 working days of the learner's final assessment;
- 2.1.7 In the case of a section 18 (2) learner, receive the agreed LEARNERSHIP/APPRENTICESHIP allowance for the duration of the LEARNERSHIP/APPRENTICESHIP;
- 2.1.8 Raise grievances in writing with the SETA or the ETQA accredited for the qualification associated with the LEARNERSHIP/APPRENTICESHIP concerning any shortcomings in the quality of the education and training under the LEARNERSHIP/APPRENTICESHIP.

2.2 Duties of the Learner

The Learner must:

- 2.2.1 Carry out all occupationally related work for the employer required for the practical workplace experience activities specified in the LEARNERSHIP/APPRENTICESHIP;
- 2.2.2 Comply with the employer's workplace policies and procedures;
- 2.2.3 Be available for, and participate in, all structured learning and practical workplace experience activities required by LEARNERSHIP/APPRENTICESHIP;
- 2.2.4 Attend all theoretical learning sessions and practical learning activities with the training provider;
- 2.2.5 Complete timesheets and projects and participate in any assessment activities that are required that are required for the final assessment at the end of the LEARNERSHIP/APPRENTICESHIP, and
- 2.2.6 Undertake all learning relating to the LEARNERSHIP/APPRENTICESHIP conscientiously.

2.3 Rights of the Employer

The employer has the right to require learner to:

- 2.3.1 Perform duties in terms of this Agreements; and
- 2.3.2 Comply with the rules and regulations concerning the employer's workplace policies and procedures.

2.4 Duties of the Employer

The employer must:

- 2.4.1 Comply with all duties in terms of the Skills Development Act and applicable legislation including:

- Basic conditions of Employment Act 75 Of 1997;
 - Labour relations Act 66 of 1998;
 - Employment Equity Act 55 of 1998;
 - Occupational Health and Safety Act 85 of 1993 (or Mine Health and Safety Act 27 of 1996);
 - Compensation for Occupational Injuries and Disease Act 130 of 1993;
 - Unemployment Insurance Act 30 Of 1996.
- 2.4.2 Provide the facilities and resources required for the specified practical workplace experience activities of the LEARNERSHIP/APPRENTICESHIP;
- 2.4.3 Provide the learner with supervision, mentoring and coaching at work;
- 2.4.4 Provide the learner with appropriate education and training to competently perform the specified workplace experience activities required by the LEARNERSHIP/APPRENTICESHIP;
- 2.4.5 Release the learner during normal working hours to attend off- the - job structured learning required by the LEARNERSHIP/APPRENTICESHIP;
- 2.4.6 Conduct on - the - job assessment for the specified workplace experience activities, or cause it to be conducted;
- 2.4.7 Keep up to date records of workplace learning and periodically discuss progress with the learner and the training provider;
- 2.4.8 If the learner was not in the employment of the employer at the time of concluding this agreement-
- Enter into a contract of employment with the learner for the duration of LEARNERSHIP/APPRENTICESHIP;
 - Advise the learner of the terms and conditions of his or her employment, including the learner allowance, and
 - Advise the learner of the employer’s workplace policies and procedures.
- 2.4.9 Pay the learner the agreed learner allowance for the duration of the LEARNERSHIP/APPRENTICESHIP;
- 2.4.10 Apply the same disciplinary, grievance and dispute resolution procedures to the learner as to any other employee;
- 2.4.11 Submit the signed LEARNERSHIP/APPRENTICESHIP agreement to the SETA for registration.
- 2.4.12 Submit records as required by ETQA body.

2.5 Rights of the Training Provider

The training provider has the right to access the learner’s portfolio of evidence and workplace learning related assessment.

2.6 Duties of the Training Provider

The Training Providers must:

- 2.6.1 Provide the structured learning specified in the LEARNERSHIP/APPRENTICESHIP;
- 2.6.2 Provide the learner support as required by the LEARNERSHIP/APPRENTICESHIP
- 2.6.3 Record, monitor and retain details of the education and training provided to the learner in terms of the LEARNERSHIP/APPRENTICESHIP and periodically discuss progress with the learner and employer;
- 2.6.4 Conduct on the job assessment against the outcomes of the qualification associated with the LEARNERSHIP/APPRENTICESHIP is conducted at the end of the LEARNERSHIP/APPRENTICESHIP; and
- 2.6.5 Issue a written statement of result in respect of the learner’s final assessment for the qualification associated with the LEARNERSHIP/APPRENTICESHIP **within 21 working days of the assessment**, to the learner, the SETA and the ETQA accredited for the qualification

3 Suspension of this Agreement

- 3.1 A SETA may approve the suspension of this agreement if-
 - 3.1.1 the employer and the learner have agreed in writing to suspend the agreement; or
 - 3.1.2 The employer or learner has requested, on good cause, to suspend the agreement and the other parties to the agreement have had an opportunity to make presentations as to why the LEARNERSHIP/APPRENTICESHIP should not be suspended.
- 3.2 An application to suspend a LEARNERSHIP/APPRENTICESHIP agreement must be submitted to the SETA in writing with-
 - 3.2.1 A written agreement signed by the employer and the learners setting out the reasons for the suspension; and
 - 3.2.2 Where appropriate the reasons for the suspension and proof that the other parties to the LEARNERSHIP/APPRENTICESHIP agreements have had the opportunity to make presentations as to why the agreement should be suspended.
- 3.3 All parties to a suspended LEARNERSHIP/APPRENTICESHIP agreement must take appropriate steps re-activate the LEARNERSHIP/APPRENTICESHIP programme on expiry of the suspension

4. Termination of this Agreement

- This LEARNERSHIP/APPRENTICESHIP agreement terminates:
- 4.1 On the termination date stipulated in Part A of this agreement, or
 - 4.2 On an earlier date if:
 - 4.2.1 The learner has successfully completed the final assessment and fulfilled all requirements associated with the specified workplace experience activities of the LEARNERSHIP/APPRENTICESHIP;
 - 4.2.2 The learner is fairly dismissed by the employer for reason related to the learner's conduct or capacity as an employee.
 - 4.2.3 The SETA approves the termination of the agreement in terms of the LEARNERSHIP/APPRENTICESHIP Regulations, 2007.

5 DISPUTES

- 5.1 If there is a dispute concerning any of the following matters, the matter may be referred to the SETA and if no satisfactory solution is given it may be taken to the Commission for Conciliation, Mediation and Arbitration (CCMA):
 - 5.1.1 The interpretation or application of any provision of this agreement, the learner's contract of employment or a sectoral determination made in terms of section 18(3) of the Act;
 - 5.1.2 Chapter 4 of the Act;
 - 5.1.3 The termination of this agreement or in the case of section 18.(1) the learner's contract of employment
- 5.2 If there is a dispute regarding the quality of education and training provided by the training provider or regarding the quality of learner's learning performance, it may be referred to the ETQA accredited for the LEARNERSHIP/APPRENTICESHIP Qualification for resolution in accordance with the applicable policies and procedures of the ETQA.

TO BE COMPLETED BY EACH TRAINING PROVIDER IF A GROUP OF TRAINING PROVIDERS ARE PART OF THIS AGREEMENT (IF APPLICABLE)

Training Provider 1

Legal Name of training provider:			
Name of ETQA that has accredited your institution			
Accreditation number and review date:			
Business Address:	Physical Address (If different from Business Address):		
Name of Contact Person:			
Telephone number:			
Fax number:			
E- mail Address:			
Signature:		Date:	

Training Provider 2

Legal Name of training provider:			
Name of ETQA that has accredited your institution			
Accreditation number and review date:			
Business Address:	Physical Address (If different from Business Address):		
Name of Contact Person:			
Telephone number:			
Fax number:			
E- mail Address:			
Signature:		Date:	

TO BE COMPLETED BY EACH EMPLOYER IF A GROUP OF EMPLOYERS ARE PARTY TO THE AGREEMENT.

Employer 1

Legal Name of employer:			
Skills Development Number:			
Business Address:	Postal Address (If different from Business Address):		
Name of Contact Person:			
Telephone number:			
Fax number:			
E- mail Address:			
Signature:		Date:	

Employer 2

Legal Name of employer:			
Skills Development Number:			
Business Address:	Postal Address (If different from Business Address):		
Name of Contact Person:			
Telephone number:			
Fax number:			
E- mail Address:			
Signature:		Date:	